

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:**

PAUL W. LEJARZA

## Debtor

:

:

:

**BK. No. 17-10338 JKF**

## Chapter No. 13

**FREEDOM MORTGAGE CORPORATION**

## Movant

**V.**

PAUL W. LEJARZA

**Respondent**

**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO  
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **FREEDOM MORTGAGE CORP.** The property address is 2746 SOUTH FAIRHILL STREET, PHILADELPHIA, PA 19148-4806, Loan # ending in 5892. A Proof of Claim has/has not been filed on the claim register at #7. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the forbearance are as follows: Regular monthly mortgage payments starting with the May 1, 2020 through July 31, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as exhibit "A."
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$697.09.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31387

Fax Number: 215-568-7616

Email: Thomas.Song@phelanhallinan.com

May 14, 2020

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:**

**PAUL W. LEJARZA**

**Debtor**

**BK. No. 17-10338 JKF**

**Chapter No. 13**

**FREEDOM MORTGAGE CORPORATION**

**Movant**

**v.**

**PAUL W. LEJARZA**

**Respondent**

**11 U.S.C. §362**

**CERTIFICATE OF SERVICE**

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on May 14, 2020.

SCOTT F. WATERMAN, ESQUIRE (TRUSTEE)  
2901 ST. LAWRENCE AVENUE, SUITE 100  
READING, PA 19606

PAUL W. LEJARZA  
2746 SOUTH FAIRHILL STREET  
PHILADELPHIA, PA 19148-4806

MICHAEL A. CATALDO2, ESQUIRE  
1500 WALNUT STREET, SUITE 900  
PHILADELPHIA, PA 19102

UNITED STATES TRUSTEE  
OFFICE OF THE U.S. TRUSTEE  
200 CHESTNUT STREET  
SUITE 502  
PHILADELPHIA, PA 19106

/s/ Thomas Song, Esquire

Thomas Song, Esq., Id. No.89834  
Phelan Hallinan Diamond & Jones, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone Number: 215-563-7000 Ext 31387  
Fax Number: 215-568-7616

Email: Thomas.Song@phelanhallinan.com

May 14, 2020

Exhibit “A”



PO Box 50485, Indianapolis, IN 46250-0485

MICHAEL A CIBIK2 ATT AT LAW, MICHAEL A CIBIK  
1500 WALNUT ST STE 900,  
PHILADELPHIA, PA 19102

05/05/20

Re: PAUL W LEJARZA  
Case Number: 1710338  
Account Number: [REDACTED]

**IMPORTANT NOTICE: TO THE EXTENT THE BORROWER'S OBLIGATION HAS BEEN DISCHARGED IN BANKRUPTCY, IS SUBJECT TO THE AUTOMATIC STAY OR IS PROVIDED FOR IN A CONFIRMED PLAN, THIS COMMUNICATION IS FOR REGULATORY COMPLIANCE AND/OR INFORMATIONAL PURPOSES ONLY, AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION.**

Dear Attorney,

Your client(s) initiated contact with us recently requesting a forbearance of mortgage payments as a result of impact due to the COVID-19 emergency. Therefore, Freedom has granted a forbearance on the account beginning on May 1, 2020 through and including July 31, 2020, in accordance with the CARES Act.

Due to your client's active status in bankruptcy, we are writing to ensure that, as counsel for the debtor, your client has made you aware of this forbearance request and Freedom's agreement to grant this request. We also want to ensure that you will take all actions that are necessary to address this forbearance in the bankruptcy case, as may be applicable.

We have enclosed an authorization form seeking your consent to allow Freedom and/or Freedom's representatives to continue to communicate directly with Freedom or its representatives regarding this forbearance, and any further potential loss mitigation options.



PO Box 50485, Indianapolis, IN 46250-0485

Upon receipt of this notice, please contact Freedom's designated bankruptcy counsel to confirm receipt, and to ensure that the lines of communication remain open so that we may work through this matter together.

Sincerely,

Bankruptcy Department  
Freedom Mortgage Corporation

cc: Borrower Name(s)  
FMC BK Counsel



PO Box 50485, Indianapolis, IN 46250-0485

AUTHORIZATION TO COMMUNICATE WITH DEBTOR(S)  
REGARDING POTENTIAL LOSS MITIGATION OPTIONS

Loan Number [REDACTED]  
Collateral Address 2746 S FAIRHILL ST  
PHILADELPHIA PA 19148  
  
Debtor(s): PAUL W LEJARZA  
Case: 1710338

Freedom Mortgage Corporation ("Freedom") is the mortgage loan servicer for the above-referenced loan. The debtor(s), identified above, are in an active bankruptcy.

At the Debtor(s) request, through outreach to Freedom, due to a hardship experienced as a result of the COVID-19 crisis, Freedom Mortgage has granted the debtor(s) a forbearance, from May 1, 2020 until July 31, 2020, (the "forbearance period").

Debtor's counsel MICHAEL A CIBIK2 ATT AT LAW, MICHAEL A CIBIK hereby authorizes Freedom and/or its agents to communicate directly with debtors during the forbearance period and thereafter, as reasonable and necessary, for the purposes of discussing potential loss mitigation options and general loan account information. Such authorized communications shall not constitute a violation of the automatic stay.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Contact Information: \_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)  
\_\_\_\_\_ (other)

Signature: \_\_\_\_\_